

**STATE OF NORTH CAROLINA
CITY OF BURLINGTON**

**REGIONAL GEOGRAPHIC INFORMATION SYSTEM (ReGIS)
AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF BURLINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and the CITY OF GRAHAM and the TOWN OF ELON (hereinafter collectively referred to as "Partners").

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, the City and Partners have a compelling and mutual interest in developing and maintaining accurate and current electronically-retrievable geographic information about themselves and their extraterritorial planning jurisdictions; and

WHEREAS, the City and Partners recognize that a regional GIS will benefit their citizens by improving the efficiency and effectiveness of local government and enhancing the economic competitiveness of the area; and

WHEREAS, the City and Partners recognize that at this time no single Partner can afford to individually develop and maintain an entire GIS for themselves; and

WHEREAS, the City has committed to creating a GIS for its incorporated and extraterritorial areas; and

WHEREAS, the City and Partners want to ensure cooperation and mutual support for successful and cost effective implementation of GIS-related management information systems.

NOW, THEREFORE, be it understood and agreed by City and Partners as follows:

1. PURPOSE:

The purpose of this agreement is to establish a partnership that will maintain geographic data, develop GIS services and establish regional GIS standards.

2. DURATION OF AGREEMENT:

This agreement shall be in effect from Fiscal Year 2001-2002 through Fiscal Year 2002-2003, providing for an annual cost-sharing review. Any party may terminate its participation in this joint effort by giving six (6) months written notice to all other parties of its intent to terminate.

3. ESTABLISHMENT OF THE JOINT EFFORT:

Pursuant to N.C.G.S. 160A-461, the governing body of each participating governmental unit must approve this agreement.

4. APPOINTMENT OF PERSONNEL:

All GIS personnel working on behalf of the City or the Partners will be hired and appointed by the City.

5. DUTIES OF PERSONNEL:

A GIS Administrator will oversee the collection and maintenance of all geographic data within the regional GIS, as well as oversee the development of all GIS-related management information systems. The GIS Administrator will also have primary responsibility for the completion of daily GIS tasks on behalf of the City.

A GIS Specialist will assist in the collection and maintenance of all geographic data with the regional GIS, as well as assisting in the development of GIS-related management information systems. The GIS Specialist will also have primary responsibility for the completion of daily GIS tasks on behalf of the Partners.

The Administrator and Specialist will work together and with other appropriate area personnel to develop and enforce GIS standards required for efficient operation of the regional GIS.

6. FINANCING:

(a) A GIS Administrator's salary and benefits will be funded wholly by the City.

(b) Capital improvement costs necessary to the GIS Administrator will be funded wholly by the City.

(c) A GIS Specialist's salary and benefits will be wholly reimbursed to the City by the Partners according to the following percentages based on the estimated number of parcels within each jurisdiction's corporate limits:

City of Graham	65%	(5,000 parcels)
Town of Elon	35%	(2,000 parcels)

(d) Capital improvement costs necessary to the GIS Specialist will be wholly reimbursed to the City by the Partners according to the percentages outlined in section (c).

(e) Capital improvement costs necessary to the maintenance or collection of geographic data and the development of GIS services will be funded by the City or reimbursed to the City by the Partners according to the following percentages based on estimated parcels within their corporate limits:

City of Burlington	72%	(18,000 parcels)
City of Graham	20%	(5,000 parcels)
Town of Elon	8%	(2,000 parcels)

(f) Other miscellaneous costs (e.g. supplies, travel, memberships) will be funded by the City or reimbursed to the City by the Partners according to the percentages outlined in section (e).

(g) All apportionment figures listed in sections (c) and (e) will be reviewed and adjusted annually based on actual parcel numbers in March for budgetary purposes.

(h) The City will bill and expect payment from each Partner for their proportion of the services covered in this agreement on a quarterly basis.

7. REAL PROPERTY:

All real property purchased under this agreement shall be owned by the City and shall be retained by the City upon the expiration or termination of this agreement.

8. METHOD OF AMENDING THE AGREEMENT:

This agreement may be amended with the mutual agreement of all parties hereto.

9. METHOD OF TERMINATING THE AGREEMENT:

This agreement may be terminated by any party giving six (6) months written notice to all other parties of such intent.

(Seal)

CITY OF BURLINGTON

ATTEST:

By: _____
Mayor

City Clerk Date: _____

(Seal)

CITY OF GRAHAM

ATTEST:

By: _____
Mayor

City Clerk Date: _____

(Seal)

TOWN OF ELON

ATTEST:

By: _____
Mayor

Town Clerk Date: _____